

SALE OF ELECTRIC LIGHT AND POWER FRANCHISE OF CITY OF LANCASTER

W. F. Champ, the Mayor of the City of Lancaster, Ky., having made report to the Council of said City at its regular August, 1922 meeting, that he offered for sale on July 31st, 1922, the electric light and power franchise pursuant to the ordinance passed by said Council at the regular July, 1922 meeting and W. R. Bastin and H. V. Bastin, partners doing business under the firm name of "Bastin Bros." were the highest and best bidders at the price of \$161.00, and said sum has been paid to the City Treasurer, whereupon motion was made by J. J. Walker, seconded by V. G. Kinnaird, that said bid be accepted, and the following Councilmen voted to accept said bid: F. S. Hughes, G. A. Brown, V. G. Kinnaird, J. J. Walker, whereupon same carried. Whereupon the following ordinance was introduced by J. J. Walker. The City Council of the City of Lancaster, Ky., do ordain as follows:

That there is hereby sold and granted an electric light franchise or privilege to W. R. Bastin and H. V. Bastin, partners doing business under the firm name of Bastin Bros. for a period of ten years, beginning on this date and same is according to the terms set forth in the ordinance passed at the regular July, 1922 meeting of said Council and said ordinance so far as same is applicable to the terms and conditions of said franchise is as follows:

SECTION No. 1.

That there is hereby created and granted a franchise or privilege to establish, construct, maintain and operate an electric light and power plant in the City of Lancaster, Kentucky, and to use the streets, side-walks, alleys, avenues, public places of said city, subject to the conditions hereinafter set out, as the same now exist or may hereafter be extended, for the erection, construction, operation and maintenance of the poles, wires, conduits, apparatus, and equipment necessary for manufacturing, distributing and selling electricity in all its forms, for public, private and all other uses.

SECTION No. 2.

That the purchaser of this franchise or privilege, or any successor, or assignee of such purchaser, shall repair and make good all damages to the streets, public property and public places in said city occasioned by the location, construction, operation or maintenance of the lighting and power equipment, and all of said equipment used along, on, or under the public streets, public places and public property shall be erected, maintained and constructed in the usual neat, safe, substantial, and workmanlike manner. The materials, location and construction of all poles, conduits, wires and other fixtures and appliances instant to the construction and operation of either over-head or under-ground system shall be according to the best engineering practices and subject to the inspection, approval and control of the City. Any repairs on the streets, public ways or side-walks of the City rendered necessary by the erection or maintenance of poles or caused by the erection or maintenance of said plant shall be done by and at the expense of the purchaser. All the wires upon poles shall be not less than twenty-two feet above the ground or street and shall be placed at a greater or less height above the ground or street and when and wherever so directed by the City, or its authorized agent. All poles shall be straight and uniform, strong and substantial, and not less than seven inches at the smallest end.

All wires carrying electric current shall be so maintained at all times as not to endanger life, and all wires, conductors and appliances for the transmission of electric current shall be thoroughly insulated and shielded, and when the said insulation or covering on said wires becomes too thin or injured by age, or otherwise, as not to be safe, said wires shall be replaced by other wires, which meet the requirements of the best engineering requirements.

It is understood that the purchaser will be required to use the alley ways as much as practical for setting poles and carrying wires, and no poles are to cross the public square of said city, and all posts, poles, guy wires, and the current carrying wires and cables in the entire system are to be so constructed and maintained as not to interfere with the use of public ways by the public, or to obstruct the flow of water in any gutter or drain, and the entire system shall be kept at all times in good order and condition, so as not to endanger life and to give good and efficient service, and said purchaser, or any successor or assignee of such shall save the City of Lancaster harmless from all loss or damage which may be done to its public ways or other property, or to the person or property of individuals in locating, constructing, maintaining and operating the plant or equipment under this franchise or privilege and to assume the payment of and to pay all the judgments rendered against the said City or against the purchaser owing to or caused by an act of negligence on the part of said purchaser, or any of its employees, agents or servants, in the erection of or maintenance of said electric lighting system in the said City, or in the operation of said electric lighting system during the life of this grant.

SECTION No. 3.

The purchaser of this franchise shall furnish and maintain during the entire term of this franchise, an electric plant or power system which shall be of at least 150 kilowatt capacity and shall be equipped with two or more dynamos, which shall be directly connected neither of which shall have a capacity, less than 60 kilowatt, and be also provided and equipped with two or more engines and boilers, each to have a capacity to operate the respective dynamos, and all engines, dynamos, and other electrical machinery and appliances shall be of good construction and of such design as to insure satisfactory and the best service, and the City to have the right to have the plant and system inspected, at any time, to ascertain if the above provisions are being complied with.

The City shall have the right through its employees and authorized agents to inspect and test the lights and the efficiency of the lights furnished by the purchaser, any successor, transferee, or assignee of such purchaser at any and all times and said purchaser shall furnish and keep convenient at all times for use by said City or its agents for such inspection or test the reasonably necessary instruments and apparatus.

SECTION No. 4.

The rates charged under this franchise for electric lights and power to the inhabitants of said City shall not be in excess of the following: For lights 15 cents per kilowatt hour with a discount of 10 per cent, if the bill is rendered and paid at the end of each month, or by the 10th of the next succeeding month; thus making the rates for lights, if no paid 13 1/2 cents per kilowatt hour, the minimum charge to be \$1.25 per month per meter; for electric power 12 cents per kilowatt hour with a 10 per cent discount if the bill is rendered and paid at the end of each month or by the tenth of the next succeeding month, thus making the power rate if so paid 10.8 cents per kilowatt hour.

The minimum charge for power \$1.50 per month per meter, and \$1.00 for each horse power or fraction thereof connected. It is to be the duty of the purchaser of this franchise to render bill for light and power to all their customers monthly and not later than the 3rd of the succeeding month. The rates and charges to the City shall not be in excess of the following: The rate for pumping the City water \$150.00 per month. For street and alley lights \$1.50 per month per light. The lights used on the public square in said City to be 100 candle power and the lights used on the streets and alleys to be 80 candle power and maintained so as to give the maximum candle power as rated on the lamps made by standard manufacturers.

The purchaser shall keep in repair and furnish the said street lights and replace the lamps with new lamps whenever any of same fail to furnish good light of normal standard power, all of which is to be done at purchaser's expense, and purchaser to furnish as few or as many lights at the same rate as the City may desire. The above rates shall be in effect during the entire term of this franchise but they may be, at the end of two years, from the date that this franchise goes into effect be either

lowered or raised by the City, through its board of Council, in the following manner—said City Council may adopt a resolution citing said purchaser to appear before it, to show why said rates all or any of same should not be lowered, or said purchaser may file with the City Council a petition for a revision of all or any of said rates and charges.

In either event a schedule of rates and charges which shall be fair and reasonable under the conditions and circumstances as they may then exist, shall be adopted by the City Council and become the legal rates to be charged by said purchaser. Whenever a revision or change of rates and charges is adopted by the Council, as above provided they shall be in effect for at least two years from the time they become effective.

The purchaser is to allow a representative of the City, to be named by the Council, free access, at any time, to their plant and books and accounts for inspection, to ascertain if said rates and charges are reasonable and fair.

The service to be furnished at said rates or prices for street and alley lighting shall be that each and all lamps be kept burning all night during each and all nights of the year from early twilight to day light. The service to the inhabitants of the City shall be continuous, that is 24 hours service, during the entire term of this franchise.

For failure to furnish lights or the amount of lights that may be contracted for by the said City, at any time, a deduction shall be made in the price to be paid equal to twice the amount agreed to be paid for each lamp so failing to furnish light to the required standard during the time of such failure; but when such failure may be caused by strikes, fire or other calamity not possible to be avoided, the only deduction that shall be made, shall be the proportional part of the contract price for the time of failure.

The purchaser is to furnish and maintain at his expense, meters of standard make to all consumers of light and power. The purchaser shall, at his expense, furnish the necessary wiring for connecting with the street service line to the consumer's residence and place of business, provided the residence and place of business is not more than 50 yards from the street service line; the consumer to pay for wires and poles for all distances in excess of the said 50 yards, and all consumers to pay for all inside wiring.

SECTION No. 5.

The said City shall have the option to purchase from the purchaser of this franchise, his assignee, transferee, or successor the electric plant and the entire system at any time after five years have elapsed, dating from the day that this franchise becomes effective and said option of purchase shall continue during the remaining term of said franchise; the price for said electric plant and system to be its actual value at the time said option is to be used, and the value to be ascertained by three appraisers, one to be selected by said City, and one by the owner of said plant and system, and these two to select the third one. If the two cannot agree as to the third appraiser then the judge of the 13th Judicial District of Kentucky shall name the third appraiser.

SECTION No. 6.

That this franchise or privilege is created, granted and shall continue for a period of 10 years from and after the date it is made effective by the passage and publication of this ordinance. This franchise shall not be exclusive, but said City shall have the right to dispose of and grant other franchises for the same purpose whenever desired.

SECTION No. 7.

That the purchaser of this franchise, or any assignee of the purchaser, shall within 12 months after the date of the ratification and approval of the sale and acceptance of the bid by the City of Lancaster, Ky., have an electric plant, pole lines and equipment of sufficient size, amount and capacity to adequately supply with electricity the needs and requirements of the city and its inhabitants; and unless this provision is complied with, the franchise or privilege herein granted and provided for shall at the expiration of said 12 months become and be forfeited, null and void. All of the provisions of this franchise shall apply to any successor or assigns of the purchaser of said franchise.

SECTION No. 8.

The purchaser shall execute bond with good surety to the city in the sum of \$5,000.00 for the benefit of whom it may concern that each, every and all of the provisions, terms and conditions of the franchise shall be kept and performed in good faith and said bond shall be kept in force and continuance during the life of the franchise granted and shall be for the protection of said City and for the protection and benefit of the citizens of said City, who may be users of electricity for the fulfillment of the conditions set out in this ordinance and the failure to keep said bond in force as required herein, at any time, shall be the cause for an annulling and forfeiting of any franchise and rights granted at the option of the City and the City may require a renewal of said bond from time to time if deemed insufficient.

This ordinance shall take effect after its passage and publication as required by law. The following Councilmen voted for the passage of said ordinance: G. A. Brown, F. S. Hughes, V. G. Kinnaird, J. J. Walker and W. B. Dickerson.

Said ordinance was declared by the Mayor to have passed and same was ordered to be published as required by law.

Attest—PAUL F. MORROW, Clerk.

W. F. CHAMP, Mayor.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF KENTUCKY, IN BANK- RUPTCY.

In the matter of Charles L. Zanone, a Bankrupt.

On this 28th day of July, A. D. 1922, on considering the petition of the aforesaid bankrupt for discharge, filed on the 14th day of March, A. D. 1922, it is ordered by the court that a hearing be had upon the same on the 29th day of August, A. D. 1922, before said court at Covington, Ky., in said district at ten o'clock, in the fore noon, or as near thereto as practicable, and that notice thereof be published one time in The Central Record, a newspaper printed in said district, and all known creditors and other persons in interest may appear at said time and place and show cause if any they have, why the prayer of said petitioner should not be granted.

WITNESS the Honorable A. M. J. Cochran, Judge of said Court, and the seal thereof, at Richmond, in said district on the 28th day of July, A. D. 1922. J. W. MENZIES, Clerk. By Paralee White, D. C.

BUCKEYE

Mr. R. W. Sanders was in Lexington Monday.

Mr. J. P. Prather is visiting relatives in Madison county.

Mr. and Mrs. Oscar Ray and family visited High Bridge recently.

A daughter arrived at the home of Mr. and Mrs. Billy Cotton Aug. 5th. Rev. and Mrs. J. F. Price and fam-

ily, Mrs. West and Hugh Noel spent Friday in Lexington.

Mr. T. O. Hill, Mr. and Mrs. T. C. Jenkins and Miss Sadie Beazley attended the Perryville Fair Thursday.

Come in to my office and give me the assessment of your property NOW. A. T. Scott, Co. Tax Com.

Mrs. D. N. Long, Rev. and Mrs. J. F. Price and family, Mrs. West and Bob Long were in Richmond Tuesday.

Mr. and Mrs. Ollie Bogie and daughters, were guests of Mr. and Mrs. Louis Noel, near Nicholasville, Sunday.

Mr. and Mrs. Charlie Grow and family visited Mr. and Mrs. Robert Davis in Jessamine county Saturday and Sunday.

Mrs. R. W. Sanders and daughters, Lucille and Hope, Misses Ethel Ray and Sallie Lou Teater visited Mrs. Cecil Guiley in Georgetown from Monday until Wednesday.

Mr. and Mrs. Walter Grow have been in Lexington to see Miss Mayme Sebastian, who was operated on at the St. Joseph's Hospital by Dr. Bullock. Her friends are glad to know she is doing nicely.

W. M. U. and Sunbeams Band will have an all-day meeting at the church here Saturday, Aug. 19th. Sunbeam band will give a program at 10:30. Lunch at 12 o'clock. W. M. U. at 1:30. Men, women and children are invited to come and all ladies to bring lunch.

TEATERSVILLE

Mrs. Sherman Gay was a guest of Mr. and Mrs. Bill Naylor Sunday. Mrs. George Rogers was the week-

BRYANTSVILLE NEWS

Latest Happenings From Garrard's West End Capitol

Dr. B. A. Dawes is in Louisville for a two weeks vacation.

Several from here have been attending the Stanford Fair this week.

Messrs. C. M. Dean and A. B. Swope were in Lexington Saturday on business.

Misses Margaret and Katherine Dean have been the guests of friends in Nicholasville.

Mr. and Mrs. Allie Boian, of Paint Lick, spent Sunday with Mrs. Rhoda Wylie and family.

Mrs. John Campbell left Saturday for a two weeks visit with relatives at Richmond, Ind.

Mr. and Mrs. Russell P. Brown spent the week-end in Stanford with Dr. and Mrs. E. J. Brown.

Mr. Harvey H. Patton, and Mrs. Patton of Louisiana, were here Sunday, the guests of friends.

Mr. and Mrs. J. M. Edwards and family attended the "Edward" reunion Sunday at Nicholasville.

Mrs. C. M. Dean motored to Mt. Sterling Saturday and was the week-end guest of Mrs. John Richardson.

Mrs. E. H. Ballard returned home after a short stay with her sister, Mrs. W. T. Woolfolk, at Lexington.

Come in to my office and give me the assessment of your property NOW. A. T. Scott, Co. Tax Com.

The sale of Mrs. Belle McKechnie Saturday was very well attended, but everything brought rather low prices.

Mr. and Mrs. Nathan Noe left Monday for an extended visit with relatives at Camden and Hamilton, Ohio.

Mr. W. H. Boner was the guest Sunday of his sister, Mrs. McKinney Moss, at her home, near Nicholasville.

Mrs. Alonzo Sherrow came home last Wednesday from the Danville Hospital where she had been for several days.

Mrs. Anna Boone Wylie has returned to her home near Richmond, after a several days stay with Mrs. Rhoda Wylie.

Dr. and Mrs. B. B. Montgomery and children, of Paint Lick, were Sunday guests of Mr. and Mrs. J. W. Bryant.

Mr. and Mrs. Robert Hutchinson and daughters, Hazel and Dorothy, of Boyle, were guests Sunday of Mr. and Mrs. M. O. Kennedy.

Miss Madge Browning has returned here to continue her visit after spending a few days in Crab Orchard with her friend, Mrs. Atwood Dillon.

Mrs. B. A. Dawes, Mrs. O. M. Moreland, Miss Amy Dawes, Mrs. G. C. Rose and Mrs. W. K. Davis were in Danville Tuesday afternoon.

Mr. and Mrs. J. W. Thacker and Miss Anne Stuart Thacker and Mr. Jim Ford, of Georgetown, were the guests Wednesday of Dr. and Mrs. B. A. Dawes and family.

Mrs. J. Hogan Ballard and guest, Miss Virginia Trisler, of Cleveland, Ohio, visited Mr. and Mrs. H. L. Elder at Nicholasville last week and attended the Chautauque. They returned home Sunday.

Miss Anna Lee Eubanks, of Stanford, and Miss Ophal Hendricks, of Flemingsburg, have been the attractive guests of Miss Jane Bowling and Miss Bowling, who was host at a very delightful picnic at High Bridge Saturday evening in their honor.

Miss Anna Lee Swope, while visiting her cousin, Miss Christine Swope at Lancaster, had the misfortune to fall Friday afternoon, fracturing her arm at the elbow. She was brought home Saturday and has been suffering intensely since the accident occurred.

Mrs. Goebel Ballard and Mrs. Lawrence Durham were taken to the Boyle County Hospital last Monday afternoon where they underwent an operation on Tuesday. Both are getting along nicely. Mrs. Ballard was able to be brought home a few days ago.

Next Sunday Rev. A. P. Jones, of Wilmore, will conduct the regular services, both morning and evening at the Methodist church. After these services, there will be only one remaining Sunday before the Annual Conference convenes and it is especially urged that all who possibly can be present on these occasions.

Mr. Joseph E. Bryant, of Washington, D. C., came Saturday for a short stay with his parents, Mr. and Mrs. J. W. Bryant. Mr. Bryant was looking fine and his many friends were delighted to see him as it has been two years since his last visit here. He has a splendid position as special representative of the famous "Heinz" line and ranked second recently in amount of sales out of their 800 salesmen.

Mr. and Mrs. Preston Snyder, Mrs. Cleo Ray, Mr. Sam Taylor attended court day in Richmond Monday.

Mr. and Mrs. Squire T. Whittaker and Mr. Alvin Howard were in Richmond, Valley View and other points Sunday.

Mr. and Mrs. J. D. Ray, Mr. and Mrs. William Ray and Mr. Fred Snyder spent Sunday with Mr. and Mrs. S. N. Sanders.

Green Clay Walker Law And Real Estate

Money to loan on farms. List your farm for sale—privately or at auction. Office over J. W. Smith's Store.

M. S. HATFIELD DENTIST Office over The Garrard Bank. Phones—Office 5. Residence 376. LANCASTER, — KENTUCKY.

DR. J. J. BYRNE OPTOMETRIST

Practice limited to diagnosing and correcting defects of Eyesight by the fitting of proper glasses. DANVILLE, KENTUCKY. Opposite Gilcher Hotel. Office Hours—8 to 12 and 1 to 5 p.m.

J. A. Beazley FUNERAL DIRECTOR

Office Over National Bank. Residence Phone 3. Office Phone 27. LANCASTER, KY.

Dr. Printus Walker VETERINARIAN.

Calls Answered Promptly Day or Night. Phone 317. LANCASTER, KENTUCKY.